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Attorneys for Defendants Telexe, LLC  
and Shourong Shi

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
(Sacramento Division)

JONATHAN FINESTONE

*Plaintiff,*

v.

UTILITY TELECOM GROUP, LLC,  
UTILITY TELEPHONE, INC.,  
JASON MILLS,  
SHOURONG SHI  
TELEXE LLC  
and DOES 1-10,

*Defendants.*

Case No. 2:20-cv-00230-TLN-KJN

**ORDER SETTING ASIDE DEFAULT  
AND RELEASING TELEPHONE  
NUMBERS TO PLAINTIFF JONATHAN  
FINESTONE**

Based upon the Parties' Stipulation and good cause appearing therefore, the Court hereby  
issues the following Order.

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**RECITALS**

1. Finestone sought and was granted leave by this court to Amend the Complaint to add the Telexe Defendants. (Dkt 43).
2. On October 6, 2022, pursuant to this Court's order granting leave to amend, Finestone filed the First Amended Complaint ("FAC") adding the Telexe Defendants.
3. In the FAC, Finestone sought return of four premium telephone numbers [213-888-8888, 310-788-8888, 213-888-8000, and 949-277-7777 (the "Telexe Purchased Numbers")] that were allegedly sold by one or more of the UTG Defendants (Utility Telecom Group, LLC, Utility Telephone, Inc. and Jason Mills) and purchased by the Telexe Defendants. (FAC. at ¶120).
4. Finestone alleges that the Telexe Purchased Numbers are unique so no monetary award will be adequate to compensate Finestone. (FAC. at ¶¶111-120).
5. On October 10, 2022, the First Amended Complaint and Summons were served on the UTG Defendants via ECF and were also served in person via a process server on Shi and Telexe LLC at the address of 4849 Willard Avenue, Rosemead, CA 91770.
6. Mr. Shi, who is the registered agent for service of process on Telexe, accepted service on behalf of himself and Telexe.
7. On October 19, 2022, the Proof of Service for the First Amended Complaint and Summons on Shi and Telexe were filed with the court. (Dkt. Nos. 54 and 55).
8. The deadline for the Telexe Defendants to file a response to the First Amended Complaint was November 1, 2022. No response was filed by either Shi or Telexe.
9. On November 7, 2022, Plaintiff applied to the Clerk of Court pursuant to FRCP 55(a) to enter a default against Defendant on the basis that Defendant had failed to plead or otherwise defend against the complaint. (Dkt. Nos. 57 and 58).
10. On November 7, 2022, Finestone served the Telexe Defendants with copies of the request for entry of default via U.S. Certified Mail and provided a courtesy copy at an email address believed to be used by Shi.
11. On November 8, 2022, the Court's Clerk entered a notice of default against Shi and

1 Telexe. (Dkt. No. 59).

- 2 12. The Telexe Defendants subsequently retained counsel and on December 6, 2022, counsel  
3 for the Telexe Defendants and counsel for Mr. Finestone engaged in a meet and confer in  
4 an effort to resolve Mr. Finestone's claims against the Telexe Defendants.
- 5 13. On December 7, 2022, the Parties reached an agreement that fully resolves the claims  
6 against the Telexe Defendants and enter into the stipulation below.

7 **STIPULATION**

8 Based on the foregoing recitals, the Parties STIPULATE AND AGREE to the following:

- 9 A. The Telexe Defendants fully, completely and unequivocally release any and all claims,  
10 property, ownership or possessory interest in, the four Telexe Purchased Numbers 213-  
11 888-8888, 310-788-8888, 213-888-8000, and 949-277-7777.
- 12 B. The Telexe Defendants agree to take all reasonable steps to direct their  
13 telecommunications carrier to transfer the four Telexe Purchased Numbers 213-888-  
14 8888, 310-788-8888, 213-888-8000, and 949-277-7777 to a carrier of Jonathan  
15 Finestone's choosing as soon as practicable after entry of this stipulation.
- 16 C. The Telexe Defendants agree to terminate any and all contracts or agreements with the  
17 UTG Defendants associated with the four Telexe Purchased Numbers 213-888-8888,  
18 310-788-8888, 213-888-8000, and 949-277-7777 after the numbers are ported to Mr.  
19 Finestone's carrier.
- 20 D. The Telexe Defendants agree to terminate Case No. C.20-08-003 at the California  
21 Public Utilities Commission ("CPUC) filed by the UTG Defendants on behalf of the  
22 Telexe Defendants seeking to have the four Telexe Purchased Numbers 213-888-8888,  
23 310-788-8888, 213-888-8000, and 949-277-7777 ported to UTG, and they further  
24 agree they will not assert any claim or legal action against Mr. Finestone related to his  
25 possession or use of the Telexe Purchased Numbers and waive any and all rights to  
26 bring a claim or legal action against Mr. Finestone for the recovery of the Telexe  
27 Purchased Numbers.
- 28 E. Mr. Finestone hereby agrees to set aside the Entry of Default entered against the Telexe

1 Defendants on November 8, 2022, by the Court's Clerk. (Dkt. No. 59).

2 F. Mr. Finestone agrees to file a motion as soon as practicable after the entry of this  
3 Stipulation withdrawing the Motion for Default Judgment against the Telexe  
4 Defendants filed on November 14, 2022. (Dkt. No. 60).

5 G. Mr. Finestone agrees to dismiss all claims set forth in the First Amended Complaint  
6 against the Telexe Defendants and will file a motion of dismissal for the Telexe  
7 Defendants as soon as practicable after the entry of this Stipulation.

8 H. Mr. Finestone agrees to withdraw any non-party subpoena related solely to claims  
9 against the Telexe Defendants.

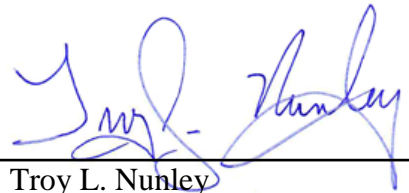
10 I. Mr. Finestone and the Telexe Defendants agree to bear their own costs and attorney's  
11 fees arising from this Case and unequivocally waive any and all rights to seek such  
12 costs or attorney's fees from one another.

13 J. Mr. Finestone and the Telexe Defendants agree that the Court retains jurisdiction over  
14 the Parties for the purpose of enforcing this Stipulation.

15 K. Mr. Finestone and the Telexe Defendants reserve all rights to enforce the terms of this  
16 Stipulation in this case and each waives any right to object to a motion or other  
17 pleading seeking enforcement of this Stipulation.

18 IT IS SO ORDERED

19  
20 DATED: December 9, 2022

  
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Troy L. Nunley  
United States District Judge